



DEPARTMENT OF GENERAL SERVICES

Isiah Leggett
County Executive

David E. Dise
Director

SOLICITATION AMENDMENT#2

RFP # 1014374

Date- May 11, 2012

Page 1 of 8 of Amendment #2, RFP#1014374, for the Procurement of Substance Abuse Prevention Services. ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION (AS AMENDED) FOR RECEIPT OF OFFERS.

FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT OFFER.

DESCRIPTION OF AMENDMENT: –

THE FOLLOWING CHANGES ARE APPLICABLE TO THE SOLICITATION:

- Change #1 **On page 16 Under Section C. SCOPE OF SERVICES, I. BACKGROUND/INTENT, add Paragraph C. to read as follows:** “For the purposes of this RFP substance abuse refers to the under age use and abuse of alcohol and marijuana as well as abuse of prescription drugs and over-the-counter medications.” See revised page 16.
- Change #2 **On page 17, Under Section II. SCOPE OF SERVICES, Subparagraph b.2. is deleted in its entirety and replaced with the following:** “Certified Prevention Specialist (CPS) or Certified Prevention Professional (CPP) preferred; demonstrated equivalent education and experience in the field of prevention may be substituted.” See revised page 17.
- Change #3 **On page 23, Under Section F – SUBMISSIONS, delete Paragraph 1. Subparagraph o. Proposed Costs in its entirety and replace with the following:** “Provide a fiscal year line-item budget. Offerors should use the DHHS Budget (Attachment K) for this requirement, and may provide additional pages if necessary. The proposed budget must include all costs for proposed services and sufficient supporting detail and justification for proposed costs. Be sure all direct costs associated with each position in the budget are clearly delineated. Identify and define all costs associate with operation, administration, coordination, and fiscal management.” See revised page 23.

There are no other changes.

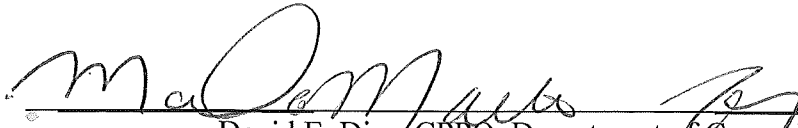
Attached are questions received from vendors' and answers to those questions.

Questions regarding Wage Requirements may be directed to John Gibala at 240-777-9918.

Questions regarding the Minority Business Program may be directed to Alvin Boss at 240-777-9912.

THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENT" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE DATE SPECIFIED FOR RECEIPT OF OFFERS IS **MAY 17, 2012 AT 2:00PM.**

ISSUED BY:



David E. Dise, CPPO, Department of General Services

NAME OF OFFEROR: _____
(Type or print)

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: _____
(Type or print)

OFFEROR'S SIGNATURE: _____ DATE: _____

SECTION C - SCOPE OF SERVICES:

I. BACKGROUND/INTENT

- A. The County seeks an experienced and qualified entity to provide substance abuse prevention education, outreach, consultation, and training to its residents, community organizations and professionals. These substance abuse prevention activities must promote community consensus that underage drinking is illegal, unhealthy and unacceptable. The programs to be provided as a result of this solicitation are detailed in the Substance Abuse Prevention Framework for Montgomery County, Attachment J, of this RFP. The program activities must be designed to address the following goals:
- Change the social environment by promoting community norms and public policies that decrease substance abuse;
 - Enhance the ability of community groups to resolve local problems by providing expert assistance and facilitating proactive collaboration among agencies;
 - Reduce risk factors and increase protective factors among youth and families by providing substance abuse prevention education, outreach programs and services to County residents.
- B. In addition, the Contractor must administer the Under 21 Grant Program. This Program seeks to reduce risk factors and increase protective factors among youth by providing community-based substance abuse prevention education and outreach programs to county residents. Studies show that after school, from 2 to 6 pm on school days, is the peak time for youth to commit crimes, be a victim of crime, be in or cause a car crash and smoke, drink or use drugs. The Under 21 Grant Program offers funding to community groups to provide community based activities to engage youth in age-appropriate structured activities at times school is not in session such as after school or holidays. The program curriculum must include a substance abuse prevention and education component.

When funds are available through the County Council, a team of Montgomery County government, local agencies, and community representatives is convened to review grant applications and recommend programs for funding to Health and Human Services, Substance Abuse Prevention. Community groups can apply for up to \$1,500. Qualified applications will be fully or partially funded until the fund is depleted.

- C. *For the purposes of this RFP substance abuse refers to the under age use and abuse of alcohol and marijuana as well as abuse of prescription drugs and over-the-counter medications."*

The County will make one award as a result of this RFP.

II. SCOPE OF SERVICES

The Contractor must lead and coordinate the County's underage drinking prevention program, known as "Drawing the Line on Underage Alcohol Use" (DTL) which is a community-wide initiative combining education, activities, resources/support and prevention services. The program promotes community consensus that underage drinking is illegal, unhealthy and unacceptable. These services may be provided at the Contractor's place of business, or at County Facilities (e.g., public schools). The Contractor must:

- Follow and implement the model program, Communities Mobilizing for Change on Alcohol (CMCA), a Center for Substance Abuse Prevention (CSAP) program. The CSAP program must build on the County's past experiences with DTL. The CSAP Program must be consistent with the CMCA model (See Attachments I and J);
- Provide a Program Coordinator with the following minimum qualifications and skills:

1. minimum of two years experience in the field of substance abuse prevention;
 - ~~2. must be a Certified Prevention Specialist (CPS) or Certified Prevention Professional (CPP);~~
 2. *Certified Prevention Specialist (CPS) or Certified Prevention Professional (CPP) preferred; demonstrated equivalent education and experience in the field of prevention may be substituted*
 3. skills in communicating prevention information and motivating people to change their attitudes and behaviors;
 4. thorough knowledge and understanding of the principles of research-based prevention;
 5. excellent oral and written communication skills;
 6. community organization skills;
 7. experience providing culturally competent programming to diverse populations in Montgomery County, Maryland or a similar jurisdiction; and
 8. knowledge and understanding of the principles of substance abuse treatment;
- c. Develop and sustain a coalition consisting of representatives from the following sectors: youth, parents, business community, media, schools, youth-service organizations, law enforcement agencies, faith-based or fraternal organizations, civic and volunteer groups, healthcare professionals, County government and other organizations involved in reducing substance use (hereinafter known as the “DTL Coalition”) to implement strategies to limit minors’ access to alcohol through community mobilization;
- c. Coordinate and lead quarterly DTL Coalition meetings and ensure participation of the sectors listed in item c, above (hereinafter known as “DTL meetings”);
- d. Provide notes from DTL meetings and updates (current activities, legislative advocacy issues, media activities, current research, best practices, and data about underage alcohol use, etc.) to DTL Coalition members, staffing for committees, and task forces of the DTL program;
- e. Conduct the “Commercial Challenge” project for public and independent Montgomery County school students to create a 30 second commercial; or conduct a similar community action project chosen by the DTL Coalition to raise awareness about the prevalence and dangers of underage drinking;
- f. Provide communications in culturally appropriate ways to reach segments of the population that are disproportionately affected by substance abuse problems;
- g. Participate in the County’s monthly Prevention Team meetings organized by the Substance Abuse Prevention Coordinator and stay abreast of current research and thinking in the field of prevention through reading, participation in related conferences and training;
- h. Submit data in an electronic format to the Maryland Alcohol and Drug Abuse Administration Prevention Minimum Data Set (MDS) on a monthly basis by the 10th day of the month following the reporting period including:
services delivered, recurring or single service;
service population, e.g. parents, civic groups, school staff, law enforcement personnel, faith based groups, high school, middle school, and or elementary school students, preschoolers, etc.;
demographic information on individual participants including age, race, ethnicity, gender, etc.; and
primary risk factor that was addressed.

- e. other local community agencies. Describe the Offeror's proposed collaborative relationships with agencies and groups in the community.
- f. Detailed Program Plan – Provide the Offeror's written plan to provide services as described in Section C. of the RFP, including a detailed description of each service to be offered, justification for services to be offered, and proposed implementation schedule. The Contractor's plan must include, at a minimum, the following information:
 - (1) specific methodology and implementation plans, including: a plan for delivering all of the services in the scope of this RFP and time frames for implementing these plans;
 - (2) a plan for working collaboratively to provide services, especially working with other public and private programs and with diverse community groups;
 - (3) description of how the Offeror plans to provide culturally competent substance abuse prevention services that respond effectively to the characteristics and needs of multicultural constituency;
 - (4) plan to administer the Under-21 mini-grant program; and
 - (5) plan for fiscal and budget management, oversight of expenditures, accounting, record keeping, data collection and reporting, and evaluation plan to measure program successes and barriers
- g. Program Staffing – Provide the following information about your agency's staff and staffing policies and procedures:
 - 1 Describe the Offeror's approach to recruitment and retention of diverse, qualified staff including: training and mentoring, motivating and supporting staff, and staff incentives and rewards.
 - 2 Summarize the knowledge and experience of the individuals who will provide services. Attach position descriptions and minimum qualification for all staff positions providing services under a contract resulting from this RFP and attach resumes of staff already identified to provide services.
- h. Performance Measures – Provide a plan as to how the Offeror will collect and report to the County on a monthly basis the performance measure data detailed under Section C., Scope of Services, Article IV Performance Measures. Include any additional performance measures that the Offeror finds appropriate for the services described in this RFP
- ~~i. Proposed Costs – Provide two proposed line item budgets; one for the implementation year, which will include start up costs and outreach services to a minimum of 75 youth, and a second budget for the second year of the contract, which will include costs for outreach services to a minimum of 150 youth. Offerors should use the DHHS Budget (Attachment K) for this requirement, and may provide additional pages if necessary. The proposed budgets must include all costs for proposed services and sufficient supporting detail and justification for proposed costs. Be sure all direct costs associated with each position in the budget are clearly delineated. Identify and define all costs associate with operation, administration, coordination, and fiscal management.~~
- i. *Provide a fiscal year line-item budget. Offerors should use the DHHS Budget (Attachment K) for this requirement, and may provide additional pages if necessary. The proposed budget must include all costs for proposed services and sufficient supporting detail and justification for proposed costs. Be sure all direct costs associated with each position in the budget are clearly delineated. Identify and define all costs associate with operation, administration, coordination, and fiscal management.*

QUESTIONS AND ANSWERS (Q & A)

RFP#1014374
Substance Abuse Prevention Services

Question #1 page 16 of RFP

Does the Program Coordinator referenced in the RFP have to be full-time or part-time?

The RFP does not specifically state or require whether the position is to be full-time or part-time; this is left to your discretion and how you intend to coordinate the program. Please however include justification for the positions you will require.

Question #2

Where can we find out who is on the current Drawing the Line (DTL) coalition?

Persons Attending DTL Coalition Meetings are listed below:

Rachel Sprecher-Montgomery County Community and Family Partnerships
Pam Zingesser-Mom
Jennifer Gauthier-Lead4Life, Inc., Nonprofit
Sandy McCoy-Mom, Chief Chaperone, MCPS
Paul Ajamian, Shady Grove Middle School (SGMS) Assistant School Administrator
Michelle Campbell, Maryland Strategic Prevention Framework (MSPF) Evaluator
Warren Craig, MCPS Parent
Georgine DeBord, Montgomery County Teen Court
David Dennison, Community Parent
Leroy Evans, Principal, Magruder High School
Diane Henderson-Neal, MCPS Resource Officer
Nancy Hollon, MCPS Nurse
Ed Hsu, MCPS Faculty and E15M Chaperone
Lynne Hughes, MCPS Parent
Meglyn Lansing, MCPS Parent
Susan Lea, St. Francis Parish Youth Minister
Sandy McCoy, Former MCPS Parent
Susan Oxford, MCPS Parent
Kerri Reid, MCPS Parent
Nancy Ruffner, MCPS Nurse
Martha Schaerr, MCPS Parent
George Simms III, MoCo Assistant State's Attorney
Robert Sinclair, Redland MS Principal
Dawn Trahern, MHS PTSA President, MCPS Parent
Mark White, MoCo Police, Alcohol Unit
Carrie Witkop, MCPS Parent
Deputy Sheriff Mark Bonanno, MoCo Sheriff's Office
Mrs. Beatrice Hanson, Magruder Cluster Coordinator; MCPS MS Parent
Officer Brett Mavritte, Student Resource Officer
Mr. John McCarthy, State's Attorney for MoCo
Lt. Robert McCullagh, MCPD Special Operations, Alcohol Unit
Sheriff Darren Popkin, MoCo Sheriff's Office

Meg Baker, Founder and Director of Keeping It Safe
Captain Tom Didone, Traffic Division Head, Montgomery County Police Department
Mrs. Janice Flamand, MCPS parent
Officer Diane Henderson-Neal, Pupil Resource Officer
Officer Sharif Hidayat, Community Relations Officer, MCPD Fourth District
Mrs. Sue Martin, Magruder HS Every 15 Minutes Program Co-Coordinator
Mrs. Beatrice Hanson, Magruder HS Parent and Cluster Co-Coordinator
Officer Sharif Hidayat, Community Relations Officer, MCPD 4th District
Rev. Barry Moultrie, Magruder HS Parent and Youth Pastor, Mt. Calvary Baptist Church
Mr. John McGuire, MCPS Parent
Mrs. Patty Winters, Brave and Bold

Question #3

Is there a specific formatting the proposals should have (e.g. type size, page limit, etc)?

There is no specific page limit or type size. It is preferable that the type is no smaller than an 11 font but this is not a requirement. Please be advised that although there is no limit, the Qualification Selection Committee (QSC) will review all proposals, so please be respectful of their time by being clear and direct in your explanation, while keeping your proposal focused on the evaluation criteria located on page 21 of the RFP.

Question #4

Please define what is considered “outreach” referring to Attachment J?

Outreach under this RFP is making contact with community groups to assist them in increasing their knowledge of substance abuse and educating community partners in ways to deal effectively with youth in their own communities to reduce and/or eliminate underage use and abuse of legal and illegal substances.

Question #5

Since the Maryland Adolescent Survey will no longer be used, the Youth Risk Behavior Survey will be administered in the fall. Please clarify how we will show progress with different instruments

Staff at the Alcohol and Drug Abuse Administration (ADAA), Maryland Department of Health and Mental Hygiene, stated that the Youth Risk Behavior Survey (YRBS) which will be administered in the fall 2012 will contain some of the questions that have been contained in the Maryland Adolescent Survey (MAS). Progress will be demonstrated by a comparison of answers to the questions contained in the new YRBS and previous latest MAS survey.

Question #6

Define Substance Abuse Prevention Programs

Substance abuse prevention has been described as the proactive promotion of healthy lifestyles and norms that reduce the risks associated with the use of alcohol, tobacco, or other drugs. Strategies may include: public information, education, substance free social and recreational activities, early intervention, community organization, and environmental approaches. ADAA states that substance abuse prevention may address use and abuse of marijuana, prescription and over-the-counter medications as well as alcohol.

Question #7

Who is the current Contractor for these services?

The current Contractor is Family Support Center, Inc.

Question #8 – page 23 subparagraph o.

What is the budget for the resulting contract of this RFP?

We are asking you to provide the County with a budget of your proposed expenses. This budget should reflect what it will cost for your organization to administer this program and operate under the parameters of the scope of services listed in this RFP. Delineate all costs associated with the services to be provided. Be advised that fringe benefits must be substantiated.

Question #9

What is the current contract amount?

The funding amounts for this scope of services were \$89,837 for fiscal years 2011 and 2012. This does not mean that the Offerors should necessarily submit a budget using that figure. Offerors are expected to use their professional experience and ingenuity to develop a proposal that will give the County the best possible services at the least possible cost. Offerors must keep in mind that their proposed budget amounts are subject to point-scoring during the proposal evaluation process, and lower cost proposals **that address the scope of the RFP** will be scored higher than higher cost proposals. **It is up to the Offeror to determine the appropriate balance between the range and level of services offered that meet RFP requirements and the costs for providing those services.**

Question # 10

Are there any substitutions for a Certified Prevention Specialist/Certified Prevention Professional? (II, b, 2, pg 18), i.e. number of hours working in the prevention field, number of hours teaching substance abuse prevention, PhD, LCSW, etc.

See Change 3 to RFP above.

Question # 11

At the pre-bid, I understood you to say that the DTL Coalition would have input into the strategies. However, if we want to include funding for an effective practice service, we need to describe and justify it in the proposal. Can we go ahead and suggest a service subject to the coalition's input?

Yes



DEPARTMENT OF GENERAL SERVICES

Isiah Leggett
County Executive

David E. Dise
Director

SOLICITATION AMENDMENT#1

RFP # 1014374

Date- May 7, 2012

Page 1 of 1 for the Procurement of Substance Abuse Prevention Services.

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION (AS AMENDED) FOR RECEIPT OF OFFERS.

FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT OFFER.

DESCRIPTION OF AMENDMENT: -

THE FOLLOWING CHANGES ARE APPLICABLE TO THE SOLICITATION:

Change #1 The new due date for this RFP is extended to be May 17, 2012.

There are no other changes.

Questions received from vendors' and answers to those questions will be issued as Amendment #2 of this solicitation. The cut-off time to accept questions was April 27, 2012.

THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENT" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE DATE SPECIFIED FOR RECEIPT OF OFFERS IS **EXTENDED TO BE MAY 17, 2012.**

ISSUED BY:

David E. Dise, CPPO, Department of General Services

NAME OF OFFEROR: _____

(Type or print)

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: _____

(Type or print)

OFFEROR'S SIGNATURE: _____ DATE: _____

Notice to Offerors

**Request for Proposals
1014374
Substance Abuse Prevention Services**

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.

As noted in Attachment "G" (Section A, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov), and clicking on "Departments," "General Services," "Office of Procurement," and then "Living Wage." . Also, the Wage Requirements law ("Living Wage") is available at the same website.



REQUEST FOR PROPOSALS

RFP# 1014374

Substance Abuse Prevention Services

04/6/2012

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

One original and 5 copies of your proposal must be submitted in a sealed envelope/package no later than **2:00 P.M., on Tuesday, May 8, 2012**, to the Department of General Services, Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.

There will be an optional pre-submission conference at 10:00 am on Monday, April 23, 2012 at Office of Procurement, Large Conference Room, 255 Rockville Pike, Rockville, MD 20850.

The County will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be returned.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, please contact Kathleen Nevin at (240) 777-1176.

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, please contact Samuel Flood at 240-777-9946 or Mary Gudeta at (240) 777-9919.

(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither)

This is a Services Contract (see Section A, Services Contract):	X
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or

This is a Construction Contract (See Attachment H):	
--	--

or

This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract (disregard Attachment H):	
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David E. Dise, Director
Department of General Services

TABLE OF CONTENTS

Acknowledgment	4
Name and Signature Requirements for Proposals and Contracts	
Acknowledgment of Solicitation Amendments	
Section A <u>Instructions, Conditions and Notices</u>	5
Acceptance Time	
Acknowledgment	
Contract Documents	
Determination of Responsibility	
Joint Procurement	
Late Proposals	
Minority, Female, Disabled Person Program Compliance	
Montgomery County Code and Procurement Regulations	
Optional Pre-submission Conference	
Payment Terms	
Proposals	
Proposal Withdrawal/Modification	
Proprietary & Confidential Information	
Protests	
Public Posting	
Qualification of Offerors	
Questions	
Services Contract	
Solicitation Amendments	
Solicitation Preparation Expenses	
Verbal Explanations	
Section B <u>General Conditions of Contract Between County and Contractor</u>	10
Accounting System and Audit, Accurate Information	
Americans with Disabilities Act	
Applicable Laws	
Assignments and Subcontracts	
Changes	
Contract Administration	
Cost & Pricing Data	
Disputes	
Documents, Materials and Data	
Duration of Obligation	
Entire Agreement	
Ethics Requirements/Political Contributions	
Guarantee	
Hazardous and Toxic Substances	
Health Insurance Portability and Accountability Act (HIPAA) Compliance	
Immigration Reform and Control Act	
Inconsistent Provisions	
Indemnification	
Independent Contractor	
Inspections	
Insurance	
Intellectual Property Approval and Indemnification - Infringement	

TABLE OF CONTENTS

	Non-Conviction of Bribery	
	Non-Discrimination in Employment	
	Payments	
	Personal Property	
	Termination for Default	
	Termination for Convenience	
	Time	
	Work Under the Contract	
Section C	<u>Scope of Services</u>	16
	Background/Intent	
	Scope of Services	
	Contractor Responsibility	
	Performance Outcomes	
	Records and Reports	
Section D	<u>Performance Period</u>	20
	Term	
	Price Adjustments	
Section E	<u>Method of Award/Evaluation Criteria</u>	20
	Procedures	
	Evaluation Criteria	
Section F	<u>Submissions</u>	22
	Proposal Submissions	
	Award Submissions	
Section G	<u>Compensation</u>	24
Section H	<u>Contract Administrator</u>	24
	Authority	
	Using Department	
Section I	<u>Special Terms and Conditions</u>	24
Section J	<u>Ethics</u>	24

ATTACHMENTS

A.	References	A1
B.	Metropolitan Washington Council of Governments Rider Clause	B1
C.	Minority Business Program & Offeror's Representation	C1
D.	Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document entitled Minority, Female, Disabled Person Subcontractor Performance Plan	D1
E.	Offeror's Certification of Cost and Price	E1
F.	Mandatory Insurance Requirements	F1
G.	Wage Requirements for Services Contract Addendum to the General Conditions of Contract Between County and Contractor, and its companion documents entitled "Wage Requirements Certification" and "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form"	G1
H.	Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor	H1
I.	CSAP Strategies within the Context of Model Programs/Curricula - CSAP's Model Programs	I1
J.	Substance Abuse Prevention Framework for Montgomery County, Substance Abuse Prevention Outreach Consultation and Training Services	J1
K.	DHHS Contract Budget	K1

Montgomery County, Maryland
Acknowledgment Page

ACKNOWLEDGMENT

The Offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: _____

Printed Name and Title of
Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the Offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The Offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the Offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

ACCEPTANCE TIME

By submitting a proposal under this solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the Offeror, the acceptance time for the Offeror's proposal may be extended.

ACKNOWLEDGMENT

The Offeror is to include the signed acknowledgment (Page 4) indicating agreement with all the terms and conditions of the solicitation.

CONTRACT DOCUMENTS

The following documents will be incorporated into the contract resulting from this solicitation:

1. General Conditions of Contract Between County & Contractor.
2. Minority Business Program & Offeror's Representation.
3. Minority-Owned Business Addendum to the General Conditions of Contract Between County & Contractor.
4. Minority, Female, Disabled Person Subcontractor Performance Plan.
5. Offeror's Certification of Cost & Price (for contracts above \$100,000)
6. Wage Requirements for Services Addendum and Wage Requirements Certification
7. All representations and certifications listed in this document.

DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an Offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the Offeror unable to perform the requirements of the contract.

An Offeror may be requested at any time by the Director, Department of General Services or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an Offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective Offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any Offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the Offeror to perform the contract or provide the goods or services required;
2. The ability of the Offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the Offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the Offeror with laws and ordinances relating to the contract or services;

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

6. The sufficiency of financial resources of the Offeror to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type;
8. A bid bond and the Offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and
9. Past debarment by the County or other entity.

JOINT PROCUREMENT

The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)
 Montgomery College (MC)
 Montgomery County Public Schools (MCPS)
 Montgomery County Revenue Authority
 Montgomery County Housing Opportunities Commission (HOC)
 Washington Suburban Sanitary Commission (WSSC)
 Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful Offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful Offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, or damages incurred by the above jurisdictions.

LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

OPTIONAL PRE-SUBMISSION CONFERENCE

If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective Offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

PAYMENT TERMS

The County's payment terms are net thirty (30) days.

PROPOSALS

Sealed proposals are due in the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville MD 20850-4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Proposals received after the time specified will be returned unopened to the Offeror. The County will not be responsible for proposals received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a proposal if it is improperly addressed or identified.

PROPOSAL WITHDRAWAL/MODIFICATION

Proposals may be withdrawn or may be modified by the Offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an Offeror's proposal received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective Offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by Offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the Offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary." The Offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed award, if the Offeror seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the Offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to Montgomery County Government. The Director, Department of General Services, may return the filing fee to the protesting Offeror, if the protest is sustained. The Director, Department of General Services, must dismiss any protest not timely received.

Only an Offeror who is "aggrieved" may file a protest. Aggrieved means that the Offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked Offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked Offerors or would require that the solicitation be reissued).

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting Offeror; a statement supporting that the Offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the Offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasion, to support the protest is on the Offeror making the protest.

PUBLIC POSTING

It is the responsibility of the Offerors to keep informed of the current status of any proposed awardee for contracts in which they are interested as per Section 3.2.2 of the Procurement Regulations.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at: www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp.

QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an Offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the Offeror is capable of satisfying the County's needs and requirements for a specific contract.

QUESTIONS

All technical and nontechnical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal may be deemed unacceptable under County law and may be rejected.

SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors are responsible for checking the website at http://www.montgomerycountymd.gov/content/DGS/PRO/public_solicitations.asp periodically to remain informed of any solicitation amendments. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

1. By returning one signed copy of the amendment either with the Offeror's response to the solicitation or by sending a signed copy of the amendment separately to the Office of Procurement.
2. By acknowledging receipt of the amendment on the Acknowledgment (see page 4) submitted.
3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

SOLICITATION PREPARATION EXPENSES

All costs incurred in the preparation and submission of solicitations will be borne by the Offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an Offeror in regard to this solicitation will not be binding on the County. Any information given to an Offeror in response to a request will be furnished to all Offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed Offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR**1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Department of General Services;
- (10) issue notices to proceed; and

(11) monitor and verify compliance with any MFD Performance Plan.

- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardes/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

RFP # 1014374

- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3, "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

RFP # 1014374

TABLE A. - INSURANCE REQUIREMENTS
 (See Paragraph #21 Under the General Conditions of Contract
 Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non- owned automobiles)				
Bodily Injury each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder
 Montgomery County Maryland (Contract #)
 Office of Procurement
 Rockville Center
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850-4166

*Professional services contracts only

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RFP # 1014374

TABLE B. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

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RFP # 1014374

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

31. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

PMMD-45. REVISED 04/01/10

SECTION C - SCOPE OF SERVICES:

I. BACKGROUND/INTENT

A. The County seeks an experienced and qualified entity to provide substance abuse prevention education, outreach, consultation, and training to its residents, community organizations and professionals. These substance abuse prevention activities must promote community consensus that underage drinking is illegal, unhealthy and unacceptable. The programs to be provided as a result of this solicitation are detailed in the Substance Abuse Prevention Framework for Montgomery County, Attachment J, of this RFP. The program activities must be designed to address the following goals:

- Change the social environment by promoting community norms and public policies that decrease substance abuse;
- Enhance the ability of community groups to resolve local problems by providing expert assistance and facilitating proactive collaboration among agencies;
- Reduce risk factors and increase protective factors among youth and families by providing substance abuse prevention education, outreach programs and services to County residents.

B. In addition, the Contractor must administer the Under 21 Grant Program. This Program seeks to reduce risk factors and increase protective factors among youth by providing community-based substance abuse prevention education and outreach programs to county residents. Studies show that after school, from 2 to 6 pm on school days, is the peak time for youth to commit crimes, be a victim of crime, be in or cause a car crash and smoke, drink or use drugs. The Under 21 Grant Program offers funding to community groups to provide community based activities to engage youth in age-appropriate structured activities at times school is not in session such as after school or holidays. The program curriculum must include a substance abuse prevention and education component.

When funds are available through the County Council, a team of Montgomery County government, local agencies, and community representatives is convened to review grant applications and recommend programs for funding to Health and Human Services, Substance Abuse Prevention. Community groups can apply for up to \$1,500. Qualified applications will be fully or partially funded until the fund is depleted.

The County will make one award as a result of this RFP.

II. SCOPE OF SERVICES

The Contractor must lead and coordinate the County's underage drinking prevention program, known as "Drawing the Line on Underage Alcohol Use" (DTL) which is a community-wide initiative combining education, activities, resources/support and prevention services. The program promotes community consensus that underage drinking is illegal, unhealthy and unacceptable. These services may be provided at the Contractor's place of business, or at County Facilities (e.g., public schools). The Contractor must:

- a. Follow and implement the model program, Communities Mobilizing for Change on Alcohol (CMCA), a Center for Substance Abuse Prevention (CSAP) program. The CSAP program must build on the County's past experiences with DTL. The CSAP Program must be consistent with the CMCA model (See Attachments I and J);
- b. Provide a Program Coordinator with the following minimum qualifications and skills:

1. minimum of two years experience in the field of substance abuse prevention;
 2. must be a Certified Prevention Specialist (CPS) or Certified Prevention Professional (CPP);
 3. skills in communicating prevention information and motivating people to change their attitudes and behaviors;
 4. thorough knowledge and understanding of the principles of research-based prevention;
 5. excellent oral and written communication skills;
 6. community organization skills;
 7. experience providing culturally competent programming to diverse populations in Montgomery County, Maryland or a similar jurisdiction; and
 8. knowledge and understanding of the principles of substance abuse treatment;
- c. Develop and sustain a coalition consisting of representatives from the following sectors: youth, parents, business community, media, schools, youth-service organizations, law enforcement agencies, faith-based or fraternal organizations, civic and volunteer groups, healthcare professionals, County government and other organizations involved in reducing substance use (hereinafter known as the “DTL Coalition”) to implement strategies to limit minors’ access to alcohol through community mobilization;
- e. Coordinate and lead quarterly DTL Coalition meetings and ensure participation of the sectors listed in item c, above (hereinafter known as “DTL meetings”);
- f. Provide notes from DTL meetings and updates (current activities, legislative advocacy issues, media activities, current research, best practices, and data about underage alcohol use, etc.) to DTL Coalition members, staffing for committees, and task forces of the DTL program;
- g. Conduct the “Commercial Challenge” project for public and independent Montgomery County school students to create a 30 second commercial; or conduct a similar community action project chosen by the DTL Coalition to raise awareness about the prevalence and dangers of underage drinking;
- h. Provide communications in culturally appropriate ways to reach segments of the population that are disproportionately affected by substance abuse problems;
- i. Participate in the County’s monthly Prevention Team meetings organized by the Substance Abuse Prevention Coordinator and stay abreast of current research and thinking in the field of prevention through reading, participation in related conferences and training;
- j. Submit data in an electronic format to the Maryland Alcohol and Drug Abuse Administration Prevention Minimum Data Set (MDS) on a monthly basis by the 10th day of the month following the reporting period including:
services delivered, recurring or single service;
service population, e.g. parents, civic groups, school staff, law enforcement personnel, faith-based groups, high school, middle school, and or elementary school students, preschoolers, etc.;
demographic information on individual participants including age, race, ethnicity, gender, etc.;
and
primary risk factor that was addressed.

Additional information about the web-based reporting system will be provided after execution of the contract resulting from this RFP.

- k. Obtain and pay for the services of an outside/independent entity to evaluate this program each fiscal year
(July 1, to June 30) for the duration of the term of the Contract resulting from this solicitation;
- l. Employ a Program Coordinator with the following minimum qualifications and skills:
 1. minimum of two years experience in the field of substance abuse prevention;
 2. must be a Certified Prevention Specialist (CPS) or Certified Prevention Professional (CPP);
 3. skills in communicating prevention information and motivating people to change their attitudes and behaviors;
 4. thorough knowledge and understanding of the principles of research-based prevention;
 5. excellent oral and written communication skills;
 6. community organization skills;
 7. experience providing culturally competent programming to diverse populations in Montgomery County, Maryland or a similar jurisdiction; and
 8. knowledge and understanding of the principles of substance abuse treatment;
1. Administer the Under-21 Grant Program including the following activities;
 1. advertise the Under-21 Grant Program when County funding is available;
 2. work collaboratively with a selection committee and the County's Department of Health and Human Services (DHHS) Substance Abuse Prevention coordinator to award mini grants to organizations to conduct Under-21 Grant activities;
 3. review invoices related to the Under 21 Grant Program and forward invoices to DHHS for payment;
 4. collect year-end summary reports from Under 21 mini-grant awardee organizations and forward these to DHHS; and
 5. provide technical assistance if requested by an Under 21 mini-grant awardee organization.

III. CONTRACTOR RESPONSIBILITIES

The Contractor must demonstrate the following capabilities, based on relevant education, training, and/or experience gained through prior substance abuse prevention work:

- the capacity to build and maintain a coalition targeting underage alcohol use prevention;
- ability to achieve the goals enumerated in the Substance Abuse Prevention Framework for Montgomery County, Attachment J; and
- ability to deliver the services required under the Scope of service of this RFP.

IV. PERFORMANCE OUTCOMES

The Contractor must develop and implement a mechanism, subject to County approval, to measure progress toward the County's Performance Measures listed below, and to assess the quality of services provided. At a minimum, the Contractor must achieve the following outcomes:

- A. 60% of youth report "no" or "reduced alcohol use" in the Maryland Adolescent Survey (Use the last published Survey as a baseline); and
- B. 50 % of the results received from a consumer satisfaction survey indicate a "satisfied" or "very satisfied" outcome.

The survey will be administered by the Contractor to clients that includes, but is not limited to, the following:

	Very Satisfied	Satisfied	Not Satisfied	Very Unsatisfied	Don't Know /Not applicable
Responsiveness/ Timeliness					
Courtesy/Respect					
Overall Experience					

V. RECORDS AND REPORTS

- a. The Contractor must provide a monthly report to the County in a format approved by the County, no later than 15 days following the end of each month. The report must include, but not be limited to the following:
 - 1. a narrative of programs and activities provided;
 - 2. number of group sessions conducted that integrate diverse populations;
 - 3. number of DTL Coalition meetings held and sectors represented at the meetings;
 - 4. number of activities involving environmental change policy issues promoting community norms that decrease substance abuse;
 - 5. number of instances and nature of assistance provided to community groups and public/private agencies;
 - 6. number of referrals to other programs;
- b. The Contractor must submit an annual evaluation/report, in a format approved by the County that includes a summary of results achieved. The annual evaluation must be submitted with the final invoice.
- c. The Contractor must provide to the County a report on the results of the satisfaction survey by July 15th following the close of each fiscal year the Contract is in effect.
- d. No payments will be processed until the required reports have been received and approved by the County.

SECTION D - PERFORMANCE PERIOD**1. TERM**

The effective date of this Contract begins upon signature by the Director, Department of General Services. The period in which the Contractor must perform all work under this Contract begins on the Contract's effective date and ends on June 30, 2013. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term 4 times for 1 year each.

2. PRICE ADJUSTMENTS

Prices quoted are firm for the first term. Any request for a price adjustment, after the first term is subject to the following:

- Approval or rejection by the Director, Department of General Services or designee.
- Submitted in writing to the Director, Department of General Services and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- Submitted sixty (60) days prior to contract expiration date, if the contract is being amended.
- May not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- Executed by written contract amendment.

SECTION E - METHOD OF AWARD/EVALUATION CRITERIA**1. PROCEDURES**

- a. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all written proposals in accordance with the evaluation criteria listed below under Section E.2.a.
- b. Vendor interviews will be conducted with the three highest scoring Offerors that achieve at least a score of 70 points based on the QSC's score for each written proposal. The interview criteria that will then be utilized are listed below under Section E.2.b.
- c. The QSC will also review an Offeror for responsibility.
- d. The QSC will make its award recommendation of the highest ranked Offeror based on the QSC's combined written and interview score, and its responsibility determination;
- e. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Department of General Services.

- f. The Director, Department of General Services, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- g. Upon approval of a recommended award to a proposed awardee by the Director, Department of General Services, the County will enter into negotiations with the proposed awardee. If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked Offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more Offerors prior to making an award.
- h. After the successful conclusion of negotiations, the Director will publicly post the name of the proposed awardee.
- i. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

2. EVALUATION CRITERIA		POINTS
a. Written Proposal Evaluation Criteria		
The QSC will evaluate the written proposals based on the following criteria.		
1.	Offeror's experience and proven effectiveness in serving the needs of youth and families, particularly in the area of substance abuse prevention	25
2.	The Offeror's plan for fiscal and budget management, oversight of expenditures, accounting, record keeping	15
3.	The Offeror's detailed program plan for providing the services including coordinated, collaborative effort to provide evidenced-based services which will result in clear outcomes as described in section C of this RFP.	
	Proposed Plan for administering the Under-21 Grant Program	35
4.	Proposed data collection, reporting, and evaluation plan to measure program success and barriers.	10
5.	Proposed cost and justification for the annual line item budget utilizing the required format.	15
	Highest possible QSC score for written proposal evaluation:	100
b. Interview Evaluation Criteria		
The QSC will evaluate the interviews based on the following criteria.		
1.	Demonstrated knowledge and understanding of evidence-based prevention strategies and principles of substance abuse treatment	20
2.	Exploration and justification of the written plan and Offeror's demonstrated capacity to deliver services described in Scope of Services in a culturally competent manner.	15
3.	Qualifications of the Offeror to administer the program, including staff qualifications and experience in providing programs similar in nature and methodology to the program; experience creating and sustaining coalition as described in the Scope of Services.	20

4.	Demonstrated knowledge of working relationships with County and community resources; and demonstrated willingness to work collaboratively with public and private programs, County, and diverse community groups.	20
5.	Demonstrated experience and success dispersing grants to community groups.	10
6.	Proposed cost and justification of all costs described in the line item budget	15
	Highest possible QSC score for interview evaluation:	100

SECTION F - SUBMISSIONS

1. PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.

Offerors must submit one original and five (5) copies of their proposal in the format below. Written proposals will be evaluated on only what is submitted. The Offeror must submit sufficient information to enable the QSC to evaluate the Offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):`

- a. A cover letter with a brief description of the firm, including the Offeror's name, address, telephone number and fax number.
- b. The Acknowledgment (page 4) of this solicitation must be submitted and signed by a person authorized to bind the Offeror to the proposal.
- c. At least three references that may be contacted to attest to the quality and timeliness of the Offeror's work of similar nature and scope to the scope required by the County. (see Attachment A)
- e. Metropolitan Washington Council of Governments Rider Clause - Attachment B
- f. Minority Business Program and Offeror's Representation - Attachment C
- g. Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document "Minority, Female, Disabled Person Subcontractor Performance Plan and Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D). **To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.**
- h. Certification of Cost and Price (Attachment E)
- i. W-9, Articles of Incorporation, IRS letter of Determination (if not-for-profit organization)
- j. If this solicitation is subject to the Wage Requirements Law (see page 1), then the Offeror must submit the appropriate Wage Requirements forms in Attachment G. Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.
- k. Agency Experience and Qualifications - Describe the major mission and/or focus of the Offeror. Provide a description of the Offeror's experience and capacity of the Offeror's organization to deliver, manage, operate, staff, and understand a program of evidence-based prevention strategies and related services as described in Section C, Scope of Services. Include descriptions of programs specifically related to the service components listed in Section C. Describe the Offeror's experience in working with diverse communities, and provide any evaluative data available on past programs provided. Offeror's demonstrated experience with a collaborative approach to providing services, particularly working with local school systems, local child-service agencies, non-profit agencies and

other local community agencies. Describe the Offeror's proposed collaborative relationships with agencies and groups in the community.

1. Detailed Program Plan – Provide the Offeror's written plan to provide services as described in Section C. of the RFP, including a detailed description of each service to be offered, justification for services to be offered, and proposed implementation schedule. The Contractor's plan must include, at a minimum, the following information:
 1. specific methodology and implementation plans, including: a plan for delivering all of the services in the scope of this RFP and time frames for implementing these plans;
 2. a plan for working collaboratively to provide services, especially working with other public and private programs and with diverse community groups;
 3. description of how the Offeror plans to provide culturally competent substance abuse prevention services that respond effectively to the characteristics and needs of multicultural constituency;
 4. plan to administer the Under-21 mini-grant program; and
 5. plan for fiscal and budget management, oversight of expenditures, accounting, record keeping, data collection and reporting, and evaluation plan to measure program successes and barriers
- m. Program Staffing – Provide the following information about your agency's staff and staffing policies and procedures:
 1. Describe the Offeror's approach to recruitment and retention of diverse, qualified staff including: training and mentoring, motivating and supporting staff, and staff incentives and rewards.
 2. Summarize the knowledge and experience of the individuals who will provide services. Attach position descriptions and minimum qualification for all staff positions providing services under a contract resulting from this RFP and attach resumes of staff already identified to provide services.
- n. Performance Measures – Provide a plan as to how the Offeror will collect and report to the County on a monthly basis the performance measure data detailed under Section C., Scope of Services, Article IV Performance Measures. Include any additional performance measures that the Offeror finds appropriate for the services described in this RFP
- o. Proposed Costs – Provide two proposed line-item budgets; one for the implementation year, which will include start-up costs and outreach services to a minimum of 75 youth, and a second budget for the second year of the contract, which will include costs for outreach services to a minimum of 150 youth. Offerors should use the DHHS Budget (Attachment K) for this requirement, and may provide additional pages if necessary. The proposed budgets must include all costs for proposed services and sufficient supporting detail and justification for proposed costs. Be sure all direct costs associated with each position in the budget are clearly delineated. Identify and define all costs associated with operation, administration, coordination, and fiscal management.

2. AWARD SUBMISSIONS

Prior to the execution of the contract, the following items must be submitted:

- a. Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – Attachment D
- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) – Attachment E
- c. Certificate of Insurance (see mandatory insurance requirements) - Attachment F
Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in the Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the Offeror must submit a Certification of posting a Wage Requirements notice.

SECTION G - COMPENSATION

The contractor will be paid on a monthly basis within 30 days of submission of an acceptable and proper invoice, approved by the County.

SECTION H - CONTRACT ADMINISTRATOR

1. AUTHORITY

The Director, Department of General Services, is the delegated contracting officer. Therefore, the Director, Department of General Services, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

2. USING DEPARTMENT

The contract administrator for any contract(s) resulting from this solicitation will be Jeri Cauthorn, Department of Health and Human Services.

The contract administrator's duties include the following:

1. Serve as liaison between the County and Contractor;
2. Give direction to the Contractor to ensure satisfactory and complete performance;
3. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
4. Serve as Records Custodian for this contract, including Wage Requirements;
5. Accept or reject the Contractor's performance;
6. Furnish timely written notice of the contractor's performance failures to the Director, Department of General Services and to the County Attorney, as appropriate;
7. Prepare required reports;
8. Approve or reject invoices for payment;
9. Recommend contract modifications or terminations to the Director, Department of General Services;
10. Issue notices to proceed; and
11. Monitor and verify compliance with any MFD Performance Plan.

SECTION I - SPECIAL TERMS AND CONDITIONS

Not Applicable

SECTION J - ETHICS

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52 (b) and (c) state:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist
 - (a) another party in the matter; or
 - (b) another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

ATTACHMENT AREFERENCES

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an Offeror to provide the County with references within the time frame as stated herein may result in the Offeror being considered non-responsible.

NAME OF
FIRM:

ADDRESS:

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF
FIRM:

ADDRESS:

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF
FIRM:

ADDRESS:

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

ATTACHMENT B**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE****USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

- A. If authorized by the Offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the Offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
_____	_____	Alexandria, Virginia	_____	_____	Manassas Park, Virginia
_____	_____	Alexandria Public Schools	_____	_____	Maryland-National Capital Park & Planning
_____	_____	Alexandria Sanitation Authority	_____	_____	Commission
_____	_____	Arlington County, Virginia	_____	_____	Metropolitan Washington Airports Authority
_____	_____	Arlington County Public Schools	_____	_____	Metropolitan Washington Council of
_____	_____	Bladensburg, Maryland	_____	_____	Governments
_____	_____	Bowie, Maryland	_____	_____	Montgomery College
_____	_____	Charles County Public Schools	_____	_____	Montgomery County, Maryland
_____	_____	College Park, Maryland	_____	_____	Montgomery County Public Schools
_____	_____	Culpeper County, Virginia	_____	_____	Northern Virginia Community College
_____	_____	District of Columbia	_____	_____	OmniRide
_____	_____	District of Columbia Courts	_____	_____	Potomac & Rappahannock Transportation
_____	_____	District of Columbia Public Schools	_____	_____	Commission
_____	_____	District of Columbia Water & Sewer	_____	_____	Prince George's County, Maryland
_____	_____	Authority	_____	_____	Prince George's County Public Schools
_____	_____	Fairfax, Virginia	_____	_____	Prince William County, Virginia
_____	_____	Fairfax County, Virginia	_____	_____	Prince William County Public Schools
_____	_____	Fairfax County Water Authority	_____	_____	Prince William County Service
_____	_____	Falls Church, Virginia	_____	_____	Authority
_____	_____	Fauquier County Schools & Government,	_____	_____	Rockville, Maryland
_____	_____	Virginia	_____	_____	Spotsylvania County Schools
_____	_____	Frederick, Maryland	_____	_____	Stafford County, Virginia
_____	_____	Frederick County, Maryland	_____	_____	Takoma Park, Maryland
_____	_____	Gaithersburg, Maryland	_____	_____	Upper Occoquan Sewage Authority
_____	_____	Greenbelt, Maryland	_____	_____	Vienna, Virginia
_____	_____	Herndon, Virginia	_____	_____	Virginia Railway Express
_____	_____	Leesburg, Virginia	_____	_____	Washington Metropolitan Area Transit
_____	_____	Loudoun County, Virginia	_____	_____	Authority
_____	_____	Loudoun County Public Schools	_____	_____	Washington Suburban Sanitary Commission
_____	_____	Loudoun County Sanitation Authority	_____	_____	Winchester, Virginia
_____	_____	Manassas, Virginia	_____	_____	Winchester Public Schools
_____	_____	City of Manassas Public Schools	_____	_____	

Vendor Name

RFP # 1014374
ATTACHMENT C

Minority Business Program & Offeror's Representation

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 – “Minority Contracting” Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime contractor. It is not to be completed by the Prime contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance, at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



**Montgomery County MFD Report of Payments Received For Office Use
Office of Business Relations and Compliance**

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO

DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project? YES ☐ NO ☐

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

(SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() - ()
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program
Specialist II
255 Rockville Pike, Ste. 180
Rockville, MD 20850

ATTACHMENT D

Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document "Minority, Female, Disabled Person Subcontractor Performance Plan".

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Office of Business Relations and Compliance. The letter must explain why a waiver is appropriate. The Director, Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, the Director, Department of General Services, must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

**MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN**

Contractor's

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

- A. Individual designated assigned by Contractor to monitor ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.
- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.
- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business (es) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore. Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

2. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

3. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

4. Certified By: _____

Subcontractor Name: _____

RFP # 1014374

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation through out the life of the contract or the basis for a full waiver request:

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

MFD Program Officer Date: _____

MFD Program Officer Date: _____

Full Waiver Approved:

Partial Waiver Approved:

Director
Department of General Services Date: _____

Director
Department of General Services Date: _____

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Director, Department of General Services

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

ATTACHMENT E

OFFEROR'S CERTIFICATION OF COST AND PRICE

The Director, Department of General Services, has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by Offerors or contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

OFFEROR'S CERTIFICATION

This cost proposal reflects our best estimates and/or actual costs as of this date and conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the Offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The Offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Offeror.

Name

Title

Name of Firm

Date of Submission

Signature of Authorized Representative

COST AND PRICE REQUIREMENTS

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful Offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.

ATTACHMENT F

MANDATORY INSURANCE REQUIREMENTS

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of ***five hundred thousand dollars (\$500,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
DHHS/ CMT / Tracey Bailey
401 Hungerford Drive, 6th floor
Rockville, Maryland 20850

ATTACHMENT G

Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

Wage Requirements Certification
(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

YOU MUST MARK ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The proposal price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

1. Reserved [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
- ☐ 3. a contract with a public entity. Section 11B-33A (b) (3).

- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (**must complete item C below**).
- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) (**must specify the law, or furnish a copy of the contract or grant**).
- ☐ C. Nonprofit Wage & Health Information
This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).
- ☐ D. Nonprofit's Comparison Price(s) (if desired)
This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).
- ☐ E. Wage Requirements Reduction (if applicable)
This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$ _____. See Section 11B-33A(d).

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

**501(c) (3) Nonprofit Organization's Employee's
Wage and Health Insurance Form**

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)

NOTE: IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

ATTACHMENT H

Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any Subcontractors. The Contractor and any Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through www.LCPTracker.net, within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
 - A. The name, address and telephone number of the Contractor or Subcontractor;
 - B. The name and location of the job;
 - C. Each employee's:
 - a. Name;
 - b. Current address unless previously reported;
 - c. Specific work classification;
 - d. Daily straight time and overtime hours;
 - e. Total straight time and overtime hours for the payroll period;
 - f. Rate of pay;
 - g. Fringe benefits by type and amount;
 - h. Gross wages.
5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;
10. Contractor may appeal a written decision of the Director, Department of General Services, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not

RFP # 1014374

appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;

11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;

12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and

13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.

14. Where the initial Contract Sum is below the \$500,000.00 threshold, but it is subsequently increased and exceeds the \$500,000.00 threshold due to an approved Contract Modification, the amount of any such Contract Modification that causes the Contract Sum to exceed the \$500,000.00 threshold is subject to the Prevailing Wage Law.

15. The Contractor and all Subcontractors must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the Work Site during the entire time Work is being performed, in English and any other language that is primarily spoken by the employees, at the Work Site.

ATTACHMENT I

CSAP STRATEGIES WITHIN THE CONTEXT OF MODEL PROGRAMS/CURRICULUM

CSAP's Model Programs

PROGRAM	Target Age	Gender	Population Ethnicity	TARGET SETTING	KEY PROGRAM STRATEGIES	KEY OUTCOMES
Across Ages	11 to 13 & Senior Citizens	Male & Female	Mixed	Middle school Community centers	Pairing adults 55+ with middle school youth Community service	Improved school attendance Better understanding and attitudes toward older adults
Athletes Training & Learning to Avoid Steroids (ATLAS)	14 to 18	Male Only	Mixed	High school athletic team	Knowledge of effects of steroids on body and on sport Healthy, natural alternatives to increasing muscle	Reduced steroid use Belief that coaches do not condone or tolerate steroid use Stronger team mentality
Child Development Project	6 to 12	Male & Female	Mixed	Elementary school	Change in elementary school curriculum Bonding to school Parent involvement Peer bonding	Greater conflict resolution skills Increased bonding to school
Communities Mobilizing for Change on Alcohol	N / A	Male & Female	Mixed	Community	Environmental strategy Limit minors' access to alcohol through community mobilization	Reduction in sales to minors Increased identification checks by vendors Community mobilization
Creating Lasting Connections	11 to 15 & Parents	Male & Female	African American & White	Community centers, Churches, and/or Schools	Alcohol & drug information Parenting skills Communication skills	Increased child resiliency Increased involvement in setting family norms on substance use Delayed onsets of substance use
Dare to Be You	2 to 5 & Parents	Male & Female	Mixed	Community centers, Pre- Schools	Parenting skills Youth coping skills	Increased parent efficacy Decreased use of harsh punishment Increased child development skills
Family Advocacy Network (FAN Club)	11 to 17 & Parents	Male & Female	Mixed	Community centers	Family support Parenting skills	Greater ability to refuse alcohol and drugs Better understanding of health consequences of substance use
Keep a Clear Mind	9 to 11	Male & Female	Mixed	School Home	Parent-child interaction Alcohol and drug knowledge	Greater knowledge of effects of tobacco Reduction in onset of substance use
Life Skills Training	10 to 14	Male & Female	Mixed	Middle School	Life skills Drug resistance skills Social and self- management skills	Reductions in alcohol, tobacco, and illicit drug use
Project ALERT	11 to 14	Male & Female	Mixed	Middle School	Teacher training Resistance skills Parent involvement	Reduction in marijuana initiation Resistance to peer-drug messages
Project Northland	11 to 13	Male & Female	Mixed	Middle School	Peer leadership Parent involvement	Reduced use of alcohol Reduced cigarette smoking
Project STAR	12 to 17 & Community	Male & Female	Mixed	Community School	Media literacy Community organizing	Reductions in daily smoking, marijuana, and alcohol use
Project Toward No Tobacco Use (TNT)	10 to 15	Male & Female	Mixed	Middle School	Tobacco prevention through education, communication, and media literacy	Reduction of initiation of smoking Reduction of weekly and frequent smoking
Reconnecting Youth	14 to 17	Male & Female	Mixed	High School	Mentoring Social support School bonding	Increased school performance Decreased deviant peer bonding Decreased depression & aggression
Residential Student Assistance Program	13 to 17	Male & Female	Mixed	Juvenile offenders in residential settings	Individual & group counseling Youth coping skills	Reductions in marijuana, alcohol, and tobacco use
SMART Leaders	13 to 17	Male & Female	Mixed	Community centers	Youth leadership Interpersonal & life skills	Decreased use of alcohol, tobacco, and marijuana Increased knowledge of health consequences of substance use
Smart Team	10 to 14	Male & Female	Mixed	5th through 9th grade	Computer- based Anger management Dispute resolution Mediation skills	Increased understanding of how problem situations escalate into violence Better use of non violent solutions
Stop Teenage Addiction to Tobacco	N / A	N / A	N / A	Community	Environmental approach to limiting youth access to tobacco Enforcement of laws	Reduction in youth smoking Increased adherence to vendor laws
Strengthening Families	6 to 11 & Parents	Male & Female	Mixed	Community centers Schools Mental Health Centers Housing Communities	Therapeutic child play Parent training Support services	Reduction in child risk status Improved family relationships

ATTACHMENT J**SUBSTANCE ABUSE PREVENTION FRAMEWORK
FOR MONTGOMERY COUNTY****SUBSTANCE ABUSE PREVENTION OUTREACH, CONSULTATION,
and TRAINING SERVICES**

GOAL I	GOAL II	GOAL III
To facilitate a changed in social environment by promoting community norms and public policies that decrease substance use in Montgomery County	To promote effective substance abuse prevention programs and services by enhancing skills of/and educating direct service providers, policy makers and relevant others throughout Montgomery County	To reduce risk and increase resiliency factors among youth and families by providing direct school and community based prevention programs and services to County residents
Anticipated Outcomes	Anticipated Outcomes	Anticipated Outcomes
<ol style="list-style-type: none"> 1. Vigorous enforcement of underage drinking laws 2. Reduction in the availability /access of alcohol to minors 3. Control proliferation of alcohol availability 	<ol style="list-style-type: none"> 1. Improvement in direct service provider's understanding of social development theory, risk and protective factors and program management 2. Implementation with high fidelity of evidence-based programs 	<ol style="list-style-type: none"> 1. Effective families 2. Resilient youth 3. Safe communities
Strategies	Strategies	Strategies
<ol style="list-style-type: none"> 1. Advocate for reduction in alcohol use by mobilizing the community, educating leaders and sponsoring/organizing alternative events 2. Seek to incorporate prevention strategies into other programs and ensure that existing programs are based on the latest research 3. Deliver culturally sensitive programming 4. Participate in monthly Prevention Team 	<ol style="list-style-type: none"> 1. Provide one-time and/or ongoing technical assistance to local groups 2. Organize and provide and/or publicize training and community education 3. Participate in monthly Prevention Team 	<ol style="list-style-type: none"> 1. Plan and implement evidence-based community substance abuse prevention programs targeting at-risk County populations 2. Seek funding to increase prevention direct services programming 3. Deliver culturally sensitive curriculum 4. Participate in monthly Prevention Team

ATTACHMENT K

DHHS Contract Budget

Apr-11

Vendor/Organization Name:

Address:

City, State, Zip Code:

Contact Person:

Phone/Fax/E-Mail:

Contract Number:

Service Area:

BUDGET SUMMARY

	FY 2012 Budget
Category	Contract Expenses
A. Salary Expenses	\$0.00
Fringe Benefits (__% of salary expenses)	
Total Personnel (Salary + Fringe)	\$0.00
B. Direct (Operating) Expenses	\$0.00
C. Capital Expenses	\$0.00
Subtotal of Contract Expenses	\$0.00
Indirect/Administration (__% of Subtotal of Contract Expenses)	
Total Contract Budget:	\$0.00

ATTACHMENT K

BUDGET DETAIL**A. Salary Expenses and Fringe Benefits**

Position	Incumbent	Annual Salary	Full Time equivalent (FTE), this contract	Expenses to this Contract	Fringe Benefit Rate	Fringe Benefits	Justification Position
				\$ -		\$ -	
				\$ -		\$ -	
				\$ -		\$ -	
				\$ -		\$ -	
				\$ -		\$ -	
				\$ -		\$ -	
Total Salary Expenses					Total Fringe	\$ -	

B. Direct (Operating) Expenses

Expense Category	Cost	Justification of Costs
Consulting (if more than one consultant, list each one on a separate line)	\$ -	
Staff Development	\$ -	
Travel	\$ -	
Rent	\$ -	
Utilities	\$ -	
Maintenance	\$ -	
Telephone Bill	\$ -	
Other Communications	\$ -	
Equipment (up to \$5,000)*	\$ -	
Maintenance	\$ -	
Supplies	\$ -	
Insurance	\$ -	
Postage	\$ -	
Printing	\$ -	
Other Expenses (list)	\$ -	
Total Direct Expenses	\$ -	

ATTACHMENT K

C. Capital Expenses, if applicable (greater than \$5,000)*

Description		Cost	Justification of Costs
		\$ -	
		\$ -	
		\$ -	
Total Capital Expenses		\$ -	

Approved by: (for the Vendor)

Signature_____
Date

Name (please print):_____

Title:_____

Approved by: (Monitor, for the Dept. of Health and Human Services)

Signature_____
Date

Name (please print):_____

Title:_____

*Equipment includes items up to \$5,000. Items greater than \$5,000 are capital expenses.